



2-209A031

17898

RECORDATION NO. FILED 1423

JUL 27 1992-3 10 PM

INTERSTATE COMMERCE COMMISSION

July 23, 1992

Ms. Mildred Lee  
Interstate Commerce Commission  
12th Street and Constitution Ave. N.W.  
Washington, DC 20423

RE: ITG, Inc., Security Agreement dated June 16, 1992  
106 N. Main, St., Suite 200  
Victoria, TX 77901-6501

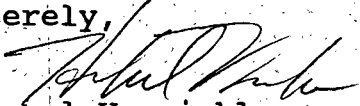
Dear Ms. Lee;

Effective June 16, 1992, Victoria Bank & Trust Company, Victoria, Texas has taken a security interest in the above mentioned security agreement covering railcars.

We are herein enclosing the original Security Agreement and one copy notarized for your review and return to us.

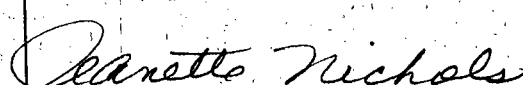
Victoria Bank & Trust Co., herein requests that the enclosed original be acknowledged and recorded by the Interstate Commerce Commission and returned to us. Also enclosed is our check #3196 in the amount of \$16.00 for these filing fees.

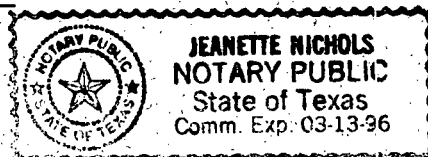
Sincerely,

  
Herschel Vansickle  
Vice President  
Commercial Lending Division

THE STATE OF TEXAS  
COUNT OF VICTORIA

This instrument was acknowledged before me on this 23rd day of July, 1992 by Herschel Vansickle, Vice President of Victoria Bank & Trust Co.

  
Jeanette Nichols, Notary Public  
State of Texas.  
Commission expires: 3/13/96



I T G, INC.

106 N MAIN ST SUITE 200  
VICTORIA, TX 779016501

VICTORIA BANK &amp; TRUST

ONE O'CONNOR PLAZA  
VICTORIA TX 77902

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DEBTOR'S NAME, ADDRESS AND SSN OR TIN  
("I" means each Debtor who signs.)INTERSTATE COMMERCE COMMISSION  
SECURED PARTY'S NAME AND ADDRESS  
("You" means the Secured Party, its successors and assigns.)I am entering into this security agreement with you on JUNE 16, 1992 (date).SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☒ I ☐ (name) \_\_\_\_\_

owe(s) to you now or in the future:

(Check one below):

☐ Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): \_\_\_\_\_ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.☒ All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on the reverse side, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.☐ Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.☐ Farm Products: All farm products including, but not limited to:  
(a) all poultry and livestock and their young, along with their products, produce and replacements;  
(b) all crops, annual or perennial, and all products of the crops; and  
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:  
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and  
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.  
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.☐ General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.☐ Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).☒ The secured property includes, but is not limited by, the following:

SEE ATTACHED SHEET FOR DETAILED DESCRIPTION

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

STATE OF TEXAS

COUNTY OF VICTORIA: Witnessed under my hand and seal this 23rd day of July, 1992.

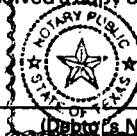
Jeanette Nichols, Notary Public Comm. Exp 3-13-96  
I am a(n) ☐ individual ☐ partnership ☒ corporation

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

☐ If checked, file this agreement in the real estate records.

Record Owner (if not me): \_\_\_\_\_

I T G, INC.

JEANETTE NICHOLS  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 03-13-96The property will be used for ☐ personal ☒ business  
☐ agricultural ☐ \_\_\_\_\_ reasons.

By: \_\_\_\_\_

BY: MICHAEL SAGEBIEL President

Title: \_\_\_\_\_

VICTORIA BANK &amp; TRUST

(Secured Party's Name)

By: \_\_\_\_\_

Herschel G. Vansickle

Title: Vice President

By: \_\_\_\_\_

Title: \_\_\_\_\_

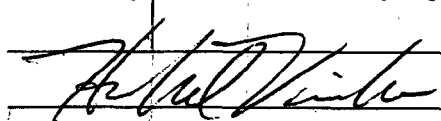
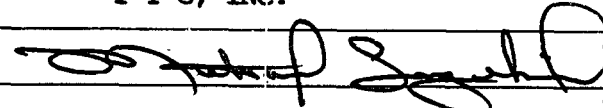
<b>I T G, INC.</b> 106 N MAIN ST SUITE 200 VICTORIA TX 779016501 <b>DEBTOR'S NAME AND ADDRESS</b>	<b>VICTORIA BANK &amp; TRUST</b> ONE O'CONNOR PLAZA VICTORIA TX 77902 <b>SECURED PARTY'S NAME AND ADDRESS</b>	<b>EXTENSION OF SECURITY AGREEMENT DATED:</b> JUNE 16, 92
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For value received, the Debtor hereby grants the Secured Party a security interest in the following additional collateral:

(20) 70-TON BALLAST TYPE RAILCARS TOGETHER WITH ALL RIGHTS OF DEBTOR ARISING UNDER LEASES OF THE SAME CARS TO OTHERS NOW EXISTING OR HEREINAFTER MADE INCLUDING PROCEEDS OF METRA PURCHASE ORDER #K22165 AND S22278. RAILCARS ARE FURTHER DESCRIBED AS FOLLOWS: ITGX 7001, 7002, 7003, 7009, 7019, 7020, 7033, 7038, 7040, 7041, 7050, 7051, 7057, 7061, 7063, 7072, 7074, 7076, 7079 & 7080

By signing below, Debtor acknowledges that this document describes additional collateral which is subject to all terms and conditions of the Security Agreement referred to above.

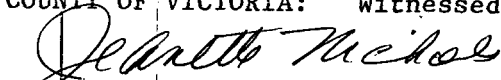
Authorized Signature(s) of Secured Party - sign below only if filing this document.

 _____ Herschel G. Vansickle, Vice President	Debtor <u>I T G, INC.</u> Debtor  (TITLE) Debtor <u>BY: MICHAEL SAGEBIEL President</u> (TITLE)
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© 1984,1990 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 . FORM SA-E 3/7/90

STATE OF TEXAS

COUNTY OF VICTORIA: Witnessed under my hand and sel this 23rd day of July, 1992

  
 Jeanette Nichols  
 Notary Public  
 Comm Exp. 3-13-96

